Q: What were the terms of the Contract of Sale?

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- A: When the contract was signed \$1000.00 was paid to Mr. George M. Chapline, on January 3rd, 1950, when I presented a deed to Mr. and Mrs. Fulp for the property, an additional \$2500.00 was paid by Mr. & Mrs. Fulp. However, at that time I learned and was advised by Mr. Rickard E. Zimmerman that a title could not be prefected and Mr. Zimmerman is holding the \$2500.00 in escrow in his attorney's account. I understand that this account is at The Citizens National Bank. I understood that this money would be held in escrow until such time as I could give the Fulps a good title to the property.
- Q: What were the other terms of the contract, if any?
- A: I was to take a second mortgage on the property from Mr. and Mrs. Fulp in the amount of \$6,000.00, and they agreed in the deed to assume the payment of the first mortgage, which at that time was in the amount of \$4,750.00.
- Q: The second mortgage in the amount of \$6,000.00 provides for monthly payments in the amount of \$60.00 principal, plus interest for a period of three years, and was to begin to run on February 3, 1950 and come due on February 3, 1953. However, no payments have been received, since we have been unable to carry out the terms of the agreement, pending the presentation of this matter to the Court, because my daughter is a minor.
- Q: What happened to the sum of \$1000.00 paid to Mr. Chapline?
- A: Well, when we decided to settle on January 3rd, \$712.50, the amount of the commission which I had agree to pay to Mr. George Chapline was retained by him for the procurement of the sale of said property?
- Q: What happened to the balance of the money?
- A: I paid to Mr. & Mrs. Fulp the sum of \$175.00 as a rent refund which I collected in advance for the month of January, 1950/